

Exhibit A

JSBarkats

PLLC

Attorneys At Law

Viam Inveniemus Aut Faciemus

WE WILL EITHER FIND A WAY OR MAKE ONE

www.JSBarkats.com

18 East 41st Street, 19th Floor
New York, NY 10017
Tel (646) 502-7001
Fax (646) 607-5544

January 6, 2015

Via Electronic Mail and Regular Mail

Lewis Family Fund LP
Ryan Lewis and Kelly Ann Lewis
c/o Ron J. Lewis
4333 Park Avenue Terrace Drive, Suite 160
Westlake Village, CA 91361
Kelly Ann Lewis: SSN #: _____
Email: rjlewis77@earthlink.net
kellyannlewis@mac.com
ssghllc@gmail.com

Re: Establishing, structuring a Family Fund for Strategic Investments

Dear Mssrs. Lewis:

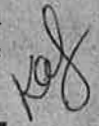
Thank you for selecting *JSBarkats, PLLC* ("JSBarkats") as your attorneys to represent Kelly Ann Lewis and Ryan Lewis ("Client" or "You") with regards to the structuring of a cohesive family office fund (the "Fund") with the purpose of deploying bridge loan investments for companies going public (the "Matter"). This will confirm the scope of our engagement and as well as our ancillary services, which include the build out of a cohesive strategy and the draft of fund documents to issuers. The terms of this retention are limited to the scope of the Matter. Not included in the scope of this agreement are services you may request of us in connection with any other matter.

Fees and Expenses

We will represent you in connection with the Matter described above as follows:

Michael Wheeler will coordinate our firm's work on your behalf. The firm will provide you with legal representation on an as-needed basis, for up to thirty (30) hours per month, in return for a monthly retainer in the amount of three thousand dollars \$3,000 per month payable

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monthly on the 1st of each month or before and past due fees for more than ten (10) days shall incur a \$750 additional fee for late fees.

In addition to the monthly retainer, we will receive the following *legal fee payments*, for each business deal in which we represent you as the Fund and you successfully deploy capital; a payment between \$7,500 to \$3,500 shall be deducted from the moneys provided upon closing of any deal, such fee is held against the entity receiving the capital.

We will keep track of time spent on the Matter; however you will not be billed for time spent unless you terminate this Agreement. Matters outside the scope of this retainer shall be handled on a project-by-project basis on a flat fee milestone basis, to be agreed upon by the parties and formalized in an additional retainer. If for any reason an additional retainer is not agreed upon, we will invoice the Company on an hourly fee basis. We agreed to reduce our regular hourly rates as follows: Partners - \$500.00 per hour; Counsels at \$400.00 per hour; Associates at \$300.00 per hour and law clerks/interns at \$150.00 per hour; paralegals at \$125.00 ("Hourly Fees"). Our Hourly Fees may be subject to change from time to time by a prior written notice to the Company.

All costs and expenses related to a Matter will be pre-authorized by you and paid directly by you or reimbursed within ten (10) days. However, we are not obligated to advance costs on your behalf. When requested, you will make payment in advance for any costs necessary to be incurred. These costs include, without limitation, overnight mail services, messenger services, local transportation and travel and accommodations expenses, photocopying, sheriff's, marshall's and process servers' fees, filing fees and other charges and other public agencies, computer research, investigation expenses, and consultants' fees, in order to proceed we will need a \$1000.00 advance for those expenses that shall be itemized and for any expenses above \$1000.00 we will request your prior approval

Initial Retainer and Fund Bank Account

A retainer of three thousand dollars **\$3,000.00** shall be immediately sent to JSBarkats to commence the Matter (the "**Retainer**"). In addition, a wire of \$250,000.00 shall be sent to the Fund's bank account set up by the Firm for the deployment of capital and payment of incorporation fees (the "**Fund Bank Account**"). The Firm shall have power of attorney on the Fund Bank Account. In the event that money is left in the Bank Account, it shall be returned to you.

Statements and Withdrawal

Periodic statements, every 30 days, will be sent to you detailing all work done and authorized expenses pending or incurred. Such expenses will be separately itemized. In the event any statement is outstanding after a period of thirty (30) days, we are authorized to withdraw from the Matter.



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No Promises

You acknowledge that we have made no promises or guarantees to you about the outcome of the Matter, or the maximum amount of legal fees or costs which may be incurred, and nothing in this Agreement nor any estimates as to such Matter shall be construed as such a promise or guarantee.

Assignment of Firm Personnel and Termination

Michael Wheeler will be the special counsel primarily responsible for your legal representation. As necessary, Mr. Wheeler will draw upon the talent and expertise of other partners and associates within the firm, and also use legal assistants to handle appropriate tasks. The fees set forth above do not include any expenses or charges associated with filings or other third party charges for which you will be solely responsible. If you have any questions regarding the billing format or information contained in any invoice, please contact us so that we can try to answer them promptly. While we anticipate that you will be abundantly satisfied with our representation, we encourage you to inform us if at any time our services do not meet your expectations. If we cannot resolve a problem, or for any reason, you may end this relationship at any time by giving us 30 days written notice, subject to your obligation to pay us according to the terms of this agreement, in the event that you terminate prematurely this engagement our firm shall be entitled to its payment at the milestones due as described above. We, in turn, reserve the right to withdraw from the representation upon written notice in the event that you fail to cooperate with us in any way which we may reasonably request, or to timely pay our statements in full, or in the event we determine in our reasonable discretion that it would be improper under rules of professional responsibility or impractical to continue our relationship.

In the event there is a failure by you to pay the amounts due as set forth herein, or as billed to you on the monthly invoice/bill/statement within thirty (30) days of the date of the invoice/bill/statement, the Firm shall have no further obligation to continue to represent you and the Firm shall be entitled to immediately withdraw from any continued representation to which you hereby agree and consents to, and you shall continue to be liable to pay to the Firm for all legal services rendered, costs and expenses through the date that Firm withdraws, you obtain new counsel, or the Court grants any application directing withdrawal, whichever date is the later upon the greater of the amounts set forth herein or upon a *quantum meruit* basis by virtue of the hourly rates set forth above.

In the event, however, you should choose to terminate the Firm prior to the completion of the Matter by trial or otherwise, you shall be responsible for the payment to the Firm of the total hourly time expended on the Matter, together with costs, and expenses, as billed and computed by the Firm through the date of the discharge of the Firm upon the Hourly Fees and/or *quantum meruit*, at the Firm's option. It is further understood and agreed that the Firm shall not commence representing You until such time as this Agreement together with the Retainer and Escrow amount is delivered to the Firm.

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Resolution of Disputes -Mediation and Arbitration

Any dispute, controversy or claim arising out of or relating to this engagement, including any dispute, controversy or claim relating to our fees, disbursements and charges, shall first be submitted to non-binding mediation before a mediator jointly selected by the parties. Failing resolution through mediation, any such dispute, controversy or claim shall be finally resolved by confidential arbitration as follows: (1) If and to the extent that the New York Fee Dispute Resolution Program (Part 137 of 22 NYCRR) providing for the informal and expeditious resolution of fee disputes between attorneys and clients is applicable, then the rules and procedures of such Fee Dispute Resolution Program shall apply. (2) If such Fee Dispute Resolution Program is not applicable to any such dispute, controversy or claim, then any disputes arising or relating to this agreement shall be brought in the City or State Courts located in the County of New York, State of New York. You hereby consent to the exclusive jurisdiction and venue of such Courts and County. A copy of the New York Fee Dispute Resolution Program is available upon request.

Binding Agreement

This letter represents the entire agreement between you, and the Firm, concerning the terms and conditions of this engagement. By signing below, you acknowledge that this letter has been reviewed and its content understood and that you agree to be bound by its terms and conditions, that you understand the ramification of paying a portion of your legal fees with equity in the Fund, and that you have reviewed this agreement with outside legal counsel. Furthermore, you acknowledge that we have not made representations to you regarding the outcome of the Matter for which the Firm has been engaged hereunder. No change or waiver of any of the provisions of this letter shall be binding on either you or the Firm unless the change or waiver is in writing and signed by both parties.



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We attempt to work on an economical basis by assigning tasks that do not require extensive legal training to assistants, law clerks and support personnel. Legal work that does not require more experienced attorneys will be performed, where feasible, by lawyers with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality for economy. Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some Matter, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Other charges. In addition to charges for services, our invoices include charges for other costs we incur in providing your legal services. These costs include duplicating, long distance telephone, postage for major mailings, delivery charges,

travel expense, computerized legal research, word processing, computer, communication, and telecopier. Some of these items represent disbursements to third parties; some include an allocation of associated overhead costs, and some may include the full monthly third-party service charges without allocation to other accounts or for unrelated usage where a significant portion of usage represents assistance provided to you on this or related Matter.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, bills will be sent monthly. Our normal policy is to request a, retainer or advance payment, in which case monthly bills will be applied against the retainer; other retainer arrangements may also be used. When we foresee substantial costs, we may ask you to pay certain of them directly or to fund them in advance. In most cases our minimum billing unit will be ¼ of an hour.

Our statements normally contain a brief narrative description of the work done and the amount billed. includes our out- of-pocket costs. We will be happy to break down the charges among the various projects or Matter covered by the billing if requested. Statements for services are payable upon presentation. All Statements paid more than 30 days after receipt may be subject to a late charge of one (1%) percent per month. You should feel free to contact the partner in charge of your work with any questions or comments you may have. In the event you dispute the firm's fees, under Part 137 of the

Rules of the Chief Administrator of the Courts (New York), you may be entitled to arbitrate the matter. You should consult the rule to determine whether it applies to your dispute and to be sure that you act in a timely manner to preserve your arbitration rights.

Other Services. Often, a client asks us to perform services additional to those originally required. In such event, you will be liable for payment therefore at our customary hourly rates and for related disbursements, unless we enter into a retainer letter setting forth different terms.

Change in Terms of Engagement. No alteration, modification or variation of the terms of our engagement will be effective unless in writing executed on behalf of the firm, other than annual increases in rates for professional services which will become effective January of each year.

Initial: 

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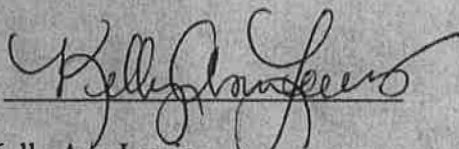
Thank you again for this opportunity to be of service to you. My colleagues and I look forward to working with you. We look forward to representing you in connection with this Matter.

Very truly yours,

JSBarkats, PLLC

ACCEPTED AND AGREED THIS 6th DAY OF JANUARY, 2014

KELLY ANN LEWIS

By: 
Kelly Ann Lewis

Dated: 1/6/15

FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific retainer letter to which this memorandum is attached.

Professional Fees. In the absence of a written agreement with you to the contrary, our fees for professional services are based on the hours worked by and billing rates of our attorneys and legal assistants. To help us determine the value of our services, our lawyers and legal assistants maintain time records for each client and matter. Our attorneys and legal assistants are assigned hourly rates, which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.